

CERTIFICATE UNDER 37 CFR 3.73(b)

First Applicant: Mark Donald Chappell, et al.

Serial No.:

Application Date:

US Nat'l Entry Date:

Entitled: OPIOID RECEPTOR ANTAGONISTS

ELI LILLY AND COMPANY, an Indiana Corporation

(Name of Assignee)

(Type of Assignee, e.g. corporation, partnership, university, government agency, etc.)

certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application identified above.

☐ The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame.

☒ The assignment is being submitted separately for recordation; a copy of this assignment is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

12 July 2006
Date

/John C. Demeter/
John C. Demeter
Patent Counsel

ASSIGNMENT

WHEREAS I, am an inventor or co-inventor (with the persons listed below) of an invention that is the subject of a patent application ("Application") which is entitled OPIOID RECEPTOR ANTAGONISTS, containing 70 pages and 0 drawings, and which:

☐ is being filed:

X was filed:

X in the United States Patent and Trademark Office

☐ in the United Kingdom Patent Office

☐ in the European Patent Office

☐ in the Spanish Patent Office as a European Application

☐ as an international application under the Patent Cooperation Treaty ("PCT"), with:

☐ United States Patent and Trademark Office acting as Receiving Office, or

☐ International Bureau acting as Receiving Office;

on March 15, 2004 and accorded serial number 60/553,175;

and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;

NOW, THEREFORE, in consideration of my employment, any agreements related thereto, or other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby assign to Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates; and any related patent

term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

3/24/2004
Date

Mark Donald Chappell
Mark Donald Chappell
541 Pitney Drive
Noblesville, Indiana 46060
Citizenship: USA

UNITED STATES OF AMERICA

STATE OF INDIANA)
MARION) SS:
COUNTY OF ~~INDIAN~~)

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Mark Donald Chappell and acknowledged the execution of the foregoing instrument this 24th day of March, 2004.

Susan L. Buis
Notary Public
Commission Expires: Susan L. Buis
Hendricks County
My Commission Expires
February 11, 2008

March 25, 2004
Date

Charles Howard Mitch
Charles Howard Mitch
3210 Grove Parkway
Columbus, Indiana 47203
Citizenship: USA

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Charles Howard Mitch and acknowledged the execution of the foregoing instrument this 25th day of March, 2004.

Susan L. Buis
Notary Public Susan L. Buis
Commission Expires: Hendricks County
 My Commission Expires
 February 11, 2008

March 23, 2004
Date

Steven James Quimby
Steven James Quimby
10657 Kestrel Court
Noblesville, Indiana 46060
Citizenship: USA

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Steven James Quimby and acknowledged the execution of the foregoing instrument this 23rd day of March, 2004.

Susan L. Buis
Notary Public Susan L. Buis
Commission Expires: Hendricks County
 My Commission Expires
 February 11, 2008

March 23, 2004
Date

Miles Goodman Siegel
Miles Goodman Siegel
1708 West 74th Place
Indianapolis, Indiana 46260
Citizenship: USA

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public for Hendricks County, State of Indiana,
personally appeared Miles Goodman Siegel and acknowledged the execution of the
foregoing instrument this 23rd day of March, 2004.

Susan L. Buis
Notary Public
Commission Expires:

Susan L. Buis
Hendricks County
My Commission Expires
February 11, 2008